

(23) Integrate OCS planning with operational planning across all primary and special staff sections.

(n) The functional CCDRs utilizing OCS shall ensure their Commands follow the procedures in this part and applicable operational-specific guidance provided by the supported geographic CCDR.

§ 158.6 Procedures.

(a) *Requirements, Relationships, and Restrictions.* In implementing this part, the Heads of DoD Components shall abide by applicable laws, regulations, DoD policy, and international agreements as they relate to contractor personnel supporting applicable contingency operations.

(1) *Status of Contractor Personnel.*

(i) Pursuant to applicable law, contracted services may be utilized in applicable contingency operations for all functions not inherently governmental. Contractor personnel may be utilized in support of such operations in a non-combat role as long as contractor personnel residing with the force in foreign contingencies have been designated as CAAF by the force they accompany and are provided with an appropriate identification card pursuant to the Geneva Convention Relative to the Treatment of Prisoners of War (see <http://www.icrc.org/ihl.nsf/FULL/375>). If captured during international armed conflict, contractors with CAAF status are entitled to prisoner of war status. Some contractor personnel may be covered by the Geneva Convention Relative to the Protection of Civilian Persons in Time of War (see <http://www.icrc.org/ihl.nsf/385ec082b509e76c41256739003e636d/6756482d86146898c125641e004aa3c5>) should they be captured during armed conflict. All contractor personnel may be at risk of injury or death incidental to enemy actions while supporting military operations. CAAF status does not apply to contractor personnel supporting domestic contingencies.

(ii) Contractor personnel may support applicable contingency operations such as by providing communications support; transporting munitions and other supplies; performing maintenance functions for military equipment; providing private security serv-

ices; providing foreign language interpretation and translation services, and providing logistic services such as billeting and messing. Each service to be performed by contractor personnel in applicable contingency operations shall be reviewed on a case-by-case basis in consultation with the cognizant manpower official and servicing legal office to ensure compliance with DoD Instruction 1100.22 and relevant laws and international agreements.

(2) *Local and Third-Country Laws.* Subject to the application of international agreements, all contingency contractor personnel must comply with applicable local and third country laws. Contractor personnel may be hired from U.S., LN, or third country sources and their status may change (e.g., from non-CAAF to CAAF), depending on where they are detailed to work by their employer or on the provisions of the contract. The CCDRs, as well as subordinate commanders and Service component commanders, and the Directors of the Defense Agencies and DoD Field Activities should be cognizant of limiting factors regarding the employment of LN and TCN personnel. Limiting factors may include imported labor worker permits; workforce and hour restrictions; medical, life, and disability insurance coverage; taxes, customs, and duties; cost of living allowances; hardship differentials; access to classified information; and hazardous duty pay.

(3) *U.S. Laws.* CAAF, with some exceptions, are subject to U.S. laws and Government regulations. For example, all U.S. citizen and TCN CAAF may be subject to prosecution pursuant to Federal law including, but not limited to, 18 U.S.C. 3261 (also known and hereinafter referred to as "The Military Extraterritorial Jurisdiction Act of 2000 (MEJA), as amended"). MEJA extends U.S. Federal criminal jurisdiction to certain defense contractor personnel for offenses committed outside U.S. territory. Additionally, CAAF are subject to prosecution pursuant to 10 U.S.C. chapter 47 (also known and hereinafter referred to as "The Uniform Code of Military Justice (UCMJ)") in accordance with Secretary of Defense Memorandum ("UCMJ Jurisdiction Over DoD Civilian Employees, DoD

Contractor Personnel, and Other Persons Serving With or Accompanying the Armed Forces Overseas During Declared War and in Contingency Operations,” March 10, 2008). Other laws may allow prosecution of offenses by contractor personnel, such as 18 U.S.C. 7(9). Immediate consultation with the servicing legal office and the contracting officer is required in all cases of suspected MEJA and/or UCMJ application to conduct by CAAF personnel, especially in non-combat operations or in undeclared contingencies.

(4) *Contractual Relationships*. The contract is the only legal basis for the relationship between the DoD and the contractor. The contract shall specify the terms and conditions, to include minimum acceptable professional standards, under which the contractor is to perform, the method by which the contractor will be notified of the deployment procedures to process contractor personnel, and the specific support relationship between the contractor and the DoD. The contract shall contain standardized clauses to ensure efficient deployment, accountability, visibility, protection, authorized levels of health service, and other support, sustainment, and redeployment of contractor personnel. It shall also specify the appropriate flow-down of provisions and clauses to subcontracts, and shall state that the service performed by contractor personnel is not considered to be active duty or active service in accordance with DoD Directive 1000.20 (see <http://www.dtic.mil/whs/directives/corres/pdf/100020p.pdf>) and 38 U.S.C. 106.

(5) *Restrictions on Contracting Inherently Governmental Functions*. Inherently governmental functions and duties are barred from private sector performance in accordance with DoD Instruction 1100.22, 48 CFR 207.503, 48 CFR 7.5, Public Law (Pub. L.) 105–270, and Office of Management and Budget Circular A–76 (see http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction). As required by 48 CFR 7.503(e), 48 CFR 207.503, and Deputy Secretary of Defense Memorandum, “In-sourcing Contracted Services—Implementation Guidance” dated May 28, 2009, contracting officials shall request requiring officials to certify in

writing that functions to be contracted (or to continue to be contracted) are not inherently governmental. Requiring officials shall determine whether functions are inherently governmental based on the guidance in DoD Instruction 1100.22.

(6) *Restrictions on Contracting Functions Exempted From Private Sector Performance*. As required by 48 CFR 207.503 and Deputy Secretary of Defense Memorandum, “In-sourcing Contracted Services—Implementation Guidance,” May 28, 2009, contracting officials shall request requiring officials to certify in writing that functions to be contracted (or continue to be contracted) are not exempted from private sector performance. Requiring officials shall determine whether functions are exempted from private sector performance based on the guidance in DoD Instruction 1100.22.

(7) *Requirements for Contracting Commercial Functions*. As required by 10 U.S.C. 2463 and Deputy Secretary of Defense Memorandum, “In-sourcing Contracted Services—Implementation Guidance,” in advance of contracting for commercial functions or continuing to contract for commercial functions, requiring officials shall consider using DoD civilian employees to perform the work. Requiring officials shall determine whether DoD civilian employees should be used to perform the work based on the guidance in Deputy Secretary of Defense Memorandum, “In-sourcing Contracted Services—Implementation Guidance” and Deputy Secretary of Defense Memorandum “Implementation of Section 324 of the National Defense Authorization Act for Fiscal Year 2008 (FY 2008 NDAA)—Guidelines and Procedures on In-Sourcing New and Contracted Out Functions,” April, 4, 2008.

(8) *International Laws, Local Laws, and Host Nation (HN) Support Agreements*. Planners and requiring activities, in coordination with contracting officers shall take international laws, local laws, and HN support agreements into account when planning for contracted support, through assistance and coordination of the staff judge advocates (SJAs) office of the geographic CCDRs; the Commander, United States Special Operations Command

(CDRUSSOCOM); the Commander, United States Transportation Command (CDRUSTRANSCOM); and the Service component commander SJA offices. These laws and support agreements may affect contracting by restricting the services to be contracted, limiting contracted services to LN or HN contractor sources or, in some cases, by prohibiting contractor use altogether.

(9) *Status-of-Forces Agreements (SOFAs)*. Planners and requiring activities, in coordination with contracting officers shall review applicable SOFAs and related agreements to determine their affect on the status and use of contractors in support of applicable contingency operations, with the assistance and coordination of the geographic CCDR SJA offices.

(b) *OCS Planning*. Combatant and subordinate JFCs determine whether contracted support capabilities are appropriate in support of a contingency. When contractor personnel and equipment are anticipated to support military operations, military planners will develop orchestrated, synchronized, detailed, and fully developed CSIPs and CMPs as components CONPLANS and OPLANs, in accordance with appropriate strategic planning guidance. CONPLANS without TPFDD and OPORDs shall contain CSIP- and CMP-like guidance to the extent necessary as determined by the CCDR. OCS planning will, at a minimum, consider HN support agreements, acquisition cross-servicing agreements, and Military logistics support agreements.

(1) *CSIPs*. All CCDR CONPLANS with TPFDD and OPLANs shall include a separate CSIP (*i.e.*, Annex W) in accordance with Chairman of the Joint Chiefs of Staff Manual 3122.02C and Joint Publication 4-0, "Joint Logistics," July 18, 2008. Further, plans and orders should contain additional contract support guidance, as appropriate, in applicable annexes and appendixes within the respective plans (*e.g.*, contracted bulk fuel support guidance should be addressed in the Class III(B) Appendix to the Logistic Annex). Service component commanders shall provide supporting CSIPs as directed by the CCDR.

(2) *CMPs*. All CCDR CONPLANS with TPFDD and OPLANs shall include a separate CMP and/or requisite contractor management requirements document in the applicable appendix or annex of these plans (*e.g.*, private security contractor rules for the use of force should be addressed in the Rules of Engagement Appendix to the Concept of the Operation Annex) in accordance with Chairman of the Joint Chiefs of Staff Manual 3122.02C and Joint Publication 4-0, "Joint Logistics," July 18, 2008. Service component commanders shall provide supporting CMPs as directed by the CCDR.

(3) *Continuation of Essential Contractor Services*. To ensure that critical capabilities are maintained, it is necessary to assess the risk of premature loss of mission-essential contracted support. Supported and supporting commanders shall plan for the mitigation from the risk of premature loss of contingency contractor personnel who are performing essential contractor services. Planning for continuation of essential contractor services during applicable contingency operations includes:

(i) Determining all services provided overseas by defense contractors that must continue during an applicable contingency operation. Contracts shall obligate defense contractors to ensure the continuity of essential contractor services during such operations.

(ii) Developing mitigation plans for those tasks identified as essential contractor services to provide reasonable assurance of continuation during crisis conditions. These mitigation plans should be developed as part of the normal CSIP development process.

(iii) Ensuring the Secretaries of the Military Departments and the geographic CCDRs plan for the mitigation from the risk of premature loss of contingency contractor personnel who are performing essential contractor services. When the cognizant DoD Component Commander or geographic CCDR has a reasonable doubt about the continuation of essential services by the incumbent contractor during applicable contingency operations, the commander shall prepare a mitigation plan for obtaining the essential services from alternative sources (military,

DoD civilian, HN, or other contractor(s)). This planning requirement also applies when the commander has concerns that the contractor cannot or will no longer fulfill the terms of the contract:

(A) Because the threat level, duration of hostilities, or other factors specified in the contract have changed significantly;

(B) Because U.S., international, or local laws; HN support agreements; or SOFAs have changed in a manner that affect contract arrangements; or

(C) Due to political or cultural reasons.

(iv) Encouraging contingency contractor personnel performing essential contractor services overseas to remain in the respective operations area.

(4) *Requirements for Publication.* CCDRs shall make OCS planning factors, management policies, and specific contract support requirements available to affected contingency contractor personnel. To implement the OCS-related requirements of DoD Directive 1100.4 (see <http://www.dtic.mil/whs/directives/corres/pdf/110004p.pdf>), DoD Instruction 1100.19 (see <http://www.dtic.mil/whs/directives/corres/pdf/110019p.pdf>), DoD Directive 5205.02 (see <http://www.dtic.mil/whs/directives/corres/pdf/520502p.pdf>), the mandated CCDR Web site at http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html shall include the information in paragraphs (b)(4)(i) through (b)(4)(ix) of this section (the data owner must review this information for security classification and OPSEC considerations prior to its posting).

(i) Theater Business Clearance and Contract Administration Delegation requirements for external support and systems support contracts executing or delivering contracted support in the CCDR's AOR (implemented at the CCDR's discretion).

(ii) Restrictions imposed by applicable international and local laws, SOFAs, and HN support agreements.

(iii) CAAF-related deployment requirements and theater reception.

(iv) Reporting requirements for accountability of contractor personnel and visibility of contracts.

(v) OPSEC plans and restrictions.

(vi) Force protection policies.

(vii) Personnel recovery procedures.

(viii) Availability of medical and other Government-furnished support.

(ix) Redeployment procedures.

(5) *Implementing OCS Plan Decisions Into Contracts.*

(i) Specific contract-related considerations and requirements set forth in Annex Ws of CONPLANS with TPFDD and OPLANs shall be reflected and addressed in CCDR policies (*e.g.*, Theater Business Clearance/Contract Administration Delegation) and orders that apply to contractors and their personnel, maintained on CCDR OCS Web pages and integrated into contracts performing or delivering in a CCDR area of responsibility. When such CCDR policies potentially affect contracts other than those originated in the CCDR AOR, the CCDR should consult the contingency contracting section of the Office of the Director, DPAP, for advice on how best to implement these policies. All contracted services in support of contingency operations shall be included and accounted for in accordance with 10 U.S.C. 235 and 2330a. This accounting shall be completed by the operational CCDR requiring the service.

(ii) When making logistics sustainability recommendations, the DoD Components and acquisition managers shall consider the requirements of DoD Instruction 5000.02 (see <http://www.dtic.mil/whs/directives/corres/pdf/500002p.pdf>) and paragraph (a)(5) of this section. Early in the contingency or crisis action planning process, they shall coordinate with the affected supported and supporting commands any anticipated requirements for contractor logistics support arrangements that may affect existing CONPLANS, OPLANs, and OPORDs. As part of the supporting plans, supporting organizations (Service components, defense agencies, others) must provide adequate data (*e.g.*, estimates of the numbers of contractors and contracts and the types of supplies or services that will be required to support their responsibilities within the OPLAN) to the supported command planners to ensure the supported commander has full knowledge of the magnitude of contracted support required for the applicable contingency operation.

(6) *TPFDD Development*. Deployment data for CAAF and their equipment supporting the Military Services must be incorporated into TPFDD development and deployment execution processes in accordance with Chairman of the Joint Chiefs of Staff Manual 3122.02C (see https://ca.dtic.mil/cjcs_directives/cjcs/manuals.htm). The requirement to provide deployment data shall be incorporated into known system support and external support contracts and shall apply regardless of whether defense contractors will provide or arrange their own transportation.

(c) *Deployment and Theater Admission Requirements and Procedures*. The considerations in this section are applicable during CAAF deployment processing.

(1) *General*. (i) The CCDR or subordinate JFC shall provide specific deployment and theater admission requirements to the DoD Components for each applicable contingency operation. These requirements must be delineated in supporting contracts as explained in 48 CFR PGI 225.74. At a minimum, contracting officers shall ensure that contracts address operational area-specific contract requirements and the means by which the Government will inform contractors of the requirements and procedures applicable to a deployment.

(ii) A formally designated group, joint, or Military Department deployment center (e.g., replacement center, Federal deployment center, unit deployment site) shall be used to conduct deployment and redeployment processing for CAAF, unless contractor-performed theater admission preparation is authorized according to paragraph (c)(5), or waived pursuant to paragraph (c)(15), of this section. However, a Government-authorized process that incorporates all the functions of a deployment center may be used if designated in the contract.

(2) *Country Entry Requirements*. Special area, country, and theater personnel clearance documents must be current in accordance with the DoD Foreign Clearance Guide (available at <https://www.fcg.pentagon.mil/>) and coordinated with affected agencies (e.g., Intelligence Community agencies) to ensure that entry requirements do not impact accomplishment of mission re-

quirements. CAAF employed in support of a DoD mission are considered DoD-sponsored personnel for DoD Foreign Clearance Guide purposes. Contracting officers shall ensure contracts include a requirement that CAAF must meet theater personnel clearance requirements and must obtain personnel clearances prior to entering applicable contingency operations. Contracts shall require CAAF to obtain proper identification credentials (e.g., passport, visa) as required by the terms and conditions of the contract.

(3) *Accountability and Visibility of Contingency Contracts and Contractor Personnel*.

(i) DoD contracts and contractors supporting an applicable contingency operation shall be accountable and visible in accordance with this part, 48 CFR PGI 225.74, and section 862 of Public Law 110-181 ("National Defense Authorization Act for Fiscal Year 2008," January 28, 2008). Additionally, contract linguist utilization will be tracked using the Contract Linguist Enterprise-wide Database in accordance with DoD Directive 5160.41E. OCS requirements and contractor accountability and visibility must be preplanned and integrated into plans and OPORDs in accordance with Joint Publication 4-10 and Chairman of the Joint Chiefs of Staff Manual 3122.02C and U.S. citizen, U.S. legal alien contractor, LN, and TCN information provided in accordance with CJCS Manual 3150.13C (see http://www.dtic.mil/cjcs_directives/cdata/unlimit/m315013.pdf).

(ii) As stated in the Deputy Under Secretary of Defense (Logistics and Materiel Readiness) and Deputy Under Secretary of Defense (Program Integration) Memorandum, "Designation of Synchronized Predeployment and Operational Tracker (SPOT) as Central Repository for Information on Contractors Deploying with the Force," January 25, 2007 (see <http://www2.centcom.mil/sites/contracts/Synchronized%20Predeployment%20and%20Operational%20Tracker/01-SPOT%20DFARS%20Deviation%202007-00004,%2019%20MAR%2007.pdf>), SPOT was designated as the joint web-based

database to assist the CCDRs in maintaining awareness of the nature, extent, and potential risks and capabilities associated with OCS for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by the CCDR. To facilitate integration of contingency contractors and other personnel as directed by the USD(AT&L) or the CCDR, and to ensure accountability, visibility, force protection, medical support, personnel recovery, and other related support can be accurately forecasted and provided, these procedures shall apply for establishing, maintaining, and validating the database:

(A) SPOT or its successor shall:

(1) Serve as the central repository for up-to-date status and reporting on contingency contractor personnel as directed by the USD(AT&L), 48 CFR 252.225–7040 and 48 CFR PGI 225.74, or the CCDR, as well as other Government agency contractor personnel as applicable.

(2) Track contract information for all DoD contracts supporting applicable contingency operations, as directed by the USD(AT&L), 48 CFR PGI 225.74 and Chairman of the Joint Chiefs of Staff Manual 3150.13C, or the CCDR. SPOT data elements are intended to provide planners and CCDRs an awareness of the nature, extent, and potential risks and capabilities associated with contracted support.

(3) Provide personnel accountability via unique identifier (*e.g.*, Electronic Data Interchange Personnel Identifier (EDI-PI)) of DoD contingency contractor personnel and other personnel as directed by the USD(AT&L), 48 CFR PGI 225.74, Chairman of the Joint Chiefs of Staff Manual 3150.13C, or the CCDR.

(4) Contain, or link to, minimum contract information (*e.g.*, contract number, contract category, period of performance, contracting agency and contracting office) necessary to establish and maintain accountability and visibility of the personnel in paragraph (c)(3)(ii)(A)1. of this section, to maintain information on specific equipment related to private security contracts, and the contract capabilities in contingency operations, humanitarian assist-

ance, and peacekeeping operations, or military exercises designated by the CCDR.

(5) Comply with the personnel identity protection program requirements of DoD Directive 5205.02, DoD 5400.11–R (see <http://www.dtic.mil/whs/directives/corres/pdf/540011r.pdf>), and DoD 6025.18–R (see <http://www.dtic.mil/whs/directives/corres/pdf/602518r.pdf>); be consistent with the DoD Global Information Grid enterprise architecture in DoD Directive 8000.01 (see <http://www.dtic.mil/whs/directives/corres/pdf/800001p.pdf>); and be compliant with DoD Directive 8320.02 (see <http://www.dtic.mil/whs/directives/corres/pdf/832002p.pdf>), DoD Directive 4630.05 (see <http://www.dtic.mil/whs/directives/corres/pdf/463005p.pdf>), and DoD Directive 8500.01E (see <http://www.dtic.mil/whs/directives/corres/pdf/850001p.pdf>).

(B) All required data must be entered into SPOT or its successor before a contractor employee is permitted to deploy to or enter a military theater of operations. Contracting officers, through the terms of the contracts, shall require contractors to enter data before an employee's deployment and to maintain and update the information for all CAAF, as well as non-CAAF as directed by the USD(AT&L), 48 CFR PGI 225.74, or the CCDR. The contract shall require the contractor to use SPOT or its successor, to enter and maintain data on its employees.

(C) A summary of all DoD contract services or capabilities for all contracts that are awarded to support contingency, humanitarian assistance, and peacekeeping operations, to include theater, external, and systems support contracts, shall be entered into SPOT or its successor in accordance with 48 CFR 252.225–7040 and 48 CFR PGI 225.74.

(D) In accordance with applicable acquisition policy and regulations, all defense contractors awarded contracts that support applicable contingency operations shall be required, under the terms and conditions of each affected contract, to input employee data and maintain by-name accountability of designated contractor personnel in SPOT or its successor as required by 48 CFR 252.225–7040 and 48 CFR PGI 225.74. Contractors shall be required under the terms and conditions of their contracts to maintain policies and procedures for

knowing the general location of their employees and to follow the procedures provided to them to submit up-to-date, real-time information reflecting all personnel deployed or to be deployed in support of contingency, humanitarian assistance, and peacekeeping operations. Prime contractors shall be required under the terms and conditions of their contract to follow the procedure provided to them to submit into SPOT or its successor, up-to-date, real-time information regarding their sub-contractors at all tiers.

(E) In all cases, classified information responsive to the requirements of this part shall be reported and maintained on systems approved for the level of classification of the information provided.

(4) *LOA.* A SPOT-generated LOA shall be issued by the contracting officer or designee to all CAAF as required by the clause in 48 CFR subpart 252.225-7040 and selected non-CAAF (e.g., LN private security contractors) as required under 48 CFR PGI 225.74 or otherwise designated by the CCDR. The contract shall require that all contingency contractor personnel who are issued an LOA will carry the LOA with them at all times. For systems authorized in accordance with paragraph (c)(3)(ii)(B) of this section, DoD Components shall coordinate with the SPOT program manager to obtain an LOA handled within appropriate security guidelines.

(5) *Deployment Center Procedures.*

(i) Affected contracts shall require that all CAAF process through a designated deployment center or a Government-authorized, contractor-performed deployment processing facility prior to deploying to an applicable contingency operation. Upon receiving the contracted company's certification that employees meet deployability requirements, the contracting officer or his/her representative will digitally sign the LOA. The LOA will be presented to officials at the deployment center. The deployment process shall be for, but not limited to:

(A) Verifying accountability information in SPOT or its successor.

(B) Issuing applicable Government-furnished equipment.

(C) Verifying medical and dental screening, including required military-specific vaccinations and immunizations (e.g., anthrax, smallpox).

(D) Verifying and, when necessary, providing required training (e.g., Geneva Conventions; law of armed conflict; general orders; standards of conduct; force protection; personnel recovery; first aid; operations security; anti-terrorism; counterintelligence reporting; the use of chemical, biological, radiological, nuclear (CBRN) protective ensemble), country and cultural awareness briefings, and other training and briefings as appropriate.

(ii) Affected contingency contracts shall require that, prior to deployment, contractors certify to the Government authorizing representative named in the contract that all required deployment processing actions have been completed for each individual.

(6) *CAAF Identification, Training, and Security Clearance Requirements.* Contracts shall require eligible CAAF to be issued an identification card with the Geneva Conventions Accompanying the Force designation in accordance with DoD Instruction 1000.13 (see <http://www.dtic.mil/whs/directives/corres/pdf/100013p.pdf>) and DTM 08-003 (see <http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-003.pdf>). CAAF shall be required to present their SPOT generated LOA as proof of eligibility at the time of ID card issuance. All CAAF shall receive training regarding their status under the law of war and the Geneva Convention. In addition and to the extent necessary, the contract shall require the defense contractor to provide personnel who have the appropriate security clearance or are able to satisfy the appropriate background investigation to obtain access required for the applicable contingency operation.

(7) *Government Support.* Generally, contingency contracts shall require that contractors provide all life, mission, and administrative support to their employees necessary to perform the contract in accordance with DoD Instruction 4161.02 (see <http://www.dtic.mil/whs/directives/corres/pdf/416102p.pdf>) and CCDR guidance as posted on the CCDR OCS Web site. As part of preparing an acquisition requirement, the requiring activity will

include an estimate of the Government support that is required to be provided to CAAF and selected non-CAAF in accordance with 48 CFR 4.1301, 4.1303, 52.204–9, 7.5, 7.503(e), 2.101, and 3.502 and 48 CFR PGI 225.74. The requiring activity will confirm with theater adjudication authorities that the Government has the capacity, capability, and willingness to provide the support. However, in many contingency operations, especially those in which conditions are austere, uncertain, and/or non-permissive, the contracting officer may decide it is in the interest of the Government to allow for selected life, mission, medical, and administrative support to some contingency contractor personnel. Prior to awarding the contract, the contracting officer will request the requiring activity to verify that proper arrangements for Government support at the deployment center and within the designated operational area have been made. The contract shall specify the level of Government-furnished support to be provided to CAAF and selected non-CAAF and what support is reimbursable to the Government. The requiring activity will ensure that approved GFS is available.

(8) *Medical Preparation.*

(i) In accordance with §158.7 of this part, contracts shall require that contractors provide medically and physically qualified contingency contractor personnel to perform duties in applicable contingency operations as outlined in the contract. Any CAAF deemed unsuitable to deploy during the deployment process due to medical or dental reasons will not be authorized to deploy. The Secretary of Defense may direct immunizations as mandatory for CAAF performing DoD-essential contractor services in accordance with Joint Publication 4–0, “Joint Logistics”, and Chairman of the Joint Chiefs of Staff Manual 3150.13C. For CAAF who are U.S. citizens, contracts shall require contractors to make available the medical and dental records (including current panoramic x-ray) of the deploying employees who grant release authorization for this purpose, according to contract terms based on this section, DoD Directive 6485.02E (see [http://www.dtic.mil/whs/directives/corres/pdf/](http://www.dtic.mil/whs/directives/corres/pdf/648502p.pdf)

[648502p.pdf](http://www.dtic.mil/whs/directives/corres/pdf/648502p.pdf)), applicable joint force command surgeon guidance, and relevant Military Department policy.

(ii) Government personnel cannot force a contractor employee to receive an immunization or disclose private medical records against his or her will; therefore, particularly for medical requirements that arise after contract award, the contracting officer will allow contractors time to notify and/or hire employees who are willing to meet Government medical requirements and disclose their private information.

(iii) Medical threat pre-deployment briefings will be provided to all CAAF to communicate health risks and countermeasures in the designated operational area in accordance with DoD Instruction 6490.03 (see <http://www.dtic.mil/whs/directives/corres/pdf/649003p.pdf>). Health readiness, force health protection capability, either as a responsibility of the contractor or the DoD Components, will be fully delineated in plans, orders, and contracts to ensure appropriate medical staffing in the operational area. Health surveillance activities shall also include plans for contingency contractor personnel who are providing essential contractor services (as detailed in DoD Directive 6490.02E (see <http://www.dtic.mil/whs/directives/corres/pdf/649002Ep.pdf>)). Deoxyribonucleic acid (DNA) collection and other medical requirements are further addressed in §158.7 of this part.

(9) *Individual Protective Equipment (IPE).* When necessary and directed by CCDR, the contracting officer will include language in the contract authorizing CAAF and selected non-CAAF, as designated by the CCDR, to be issued military IPE (e.g., CBRN protective ensemble, body armor, ballistic helmet) in accordance with DoD Directive 1100.4. This equipment shall typically be issued at the deployment center, before deployment to the designated operational area, and must be accounted for and returned to the Government or otherwise accounted for in accordance with appropriate DoD Component standing regulations (including DoD Instruction 4161.2 (see <http://www.dtic.mil/whs/directives/corres/pdf/416102p.pdf>), directives, instructions, and supplementing publications). It is important to plan and resource IPE as

required by the geographic CCDR or subordinate JFC, and the terms of the contract. Training on the proper care, fitting, and maintenance of issued protective equipment will be provided as part of contractor deployment training. This training will include practical exercises within the context of the various mission-oriented protective posture levels. When a contractor is required under the terms and conditions of the contract to provide IPE, such IPE shall meet minimum standards as defined by the contract.

(10) *Clothing.* Defense contractors or their personnel are responsible for providing their own personal clothing, including casual and working clothing required by the assignment. Generally, commanders shall not issue military clothing to contractor personnel or allow the wearing of military or military look-alike uniforms. However, a CCDR or subordinate JFC deployed forward may authorize contractor personnel to wear standard uniform items for operational reasons. Contracts shall require that this authorization be in writing and maintained in the possession of authorized contractor personnel at all times. When commanders issue any type of standard uniform item to contractor personnel, care must be taken to ensure, consistent with force protection measures, that contractor personnel are distinguishable from military personnel through the use of distinctive patches, arm bands, nametags, or headgear.

(11) *Weapons.* Contractor personnel shall not be authorized to possess or carry firearms or ammunition during applicable contingency operations except as provided in paragraphs (d)(5) and (d)(6) of this section and in 32 CFR part 159. The contract shall provide the terms and conditions governing the possession of firearms.

(12) *Training.* Joint training policy and guidance for the Military Services, including DoD contractors, is provided in CJCS Instruction 3500.01F (see http://www.dtic.mil/doctrine/training/cjcsi3500_01f.pdf). Standing training requirements shall be placed on the CCDR OCS Web sites for reference by contractors. Training requirements that are specific to the operation shall be placed on the CCDR Web sites im-

mediately after a declared contingency so contracting officers can incorporate them into the appropriate contracts as soon as possible. Training requirements must be contained or incorporated by reference in contracts employing contractor personnel in support of an applicable contingency operation. Training requirements include specific training requirements established by the CCDR and training required in accordance with this part, 32 CFR part 159, DoD Directive 2000.12 (see <http://www.dtic.mil/whs/directives/corres/pdf/200012p.pdf>), and DoD Instruction 2000.16 (see <http://www.dtic.mil/whs/directives/corres/pdf/200016p.pdf> and DoD Instruction 1300.23 (see <http://www.dtic.mil/whs/directives/corres/pdf/130023p.pdf>).

(13) *Legal Assistance.* Individual contractor personnel are responsible to have their personal legal affairs in order (including preparing and completing powers of attorney, wills, trusts, estate plans, etc.) before reporting to deployment centers. Contractor personnel are not entitled to military legal assistance either in-theater or at the deployment center.

(14) *Contractor Integration.* It is critical that CAAF brought into an operational area are properly integrated into the military operation through a formal reception process. This shall include, at a minimum, ensuring as they move into and out of the operational area, and commensurate with local threat levels, that they:

(i) Have met theater entry requirements and are authorized to enter the theater.

(ii) Are accounted for.

(iii) Possess any required IPE, including CBRN protective ensemble.

(iv) Have been authorized any required Government-furnished support and force protection.

(15) *Waivers.* For contract support in the operational area that is required for less than 30 consecutive days, the CCDR or designee may waive a portion of the formal procedural requirements in paragraph (c)(5) of this section, which may include waiving the requirement for processing through a deployment center. However, the requirements to possess proper identification

cards and to establish and maintain accountability and visibility for all defense contractors in accordance with applicable policy shall not be waived, nor shall any medical requirement be waived without the prior approval of qualified medical personnel. If contingency contractor personnel are authorized to be armed, the requirements of paragraphs (d)(5) and (d)(6) of this section cannot be waived.

(d) *Contractor In-Theater Management Requirements.* The DoD Components shall adhere to the in-theater management policies of this section in managing contingency contractor personnel in support of applicable contingency operations.

(1) *Reception.* All CAAF shall be processed into the operational area through a designated reception site. The site shall verify, based upon a visual inspection of the LOA, that contractor personnel are entered into SPOT or its successor, and verify that personnel meet theater-specific entry requirements. Contractor personnel already in the designated operational area when a contingency is declared must report to the appropriate designated reception site as soon as it is operational. If any CAAF does not have the proper documentation, the person will be refused entry into the theater, and the contracting officer will notify the contractor to take action to resolve the reason for the lack of proper documentation for performing in that area. Should the contractor fail to take that action, the person shall be sent back to his or her departure point, or directed to the Service component command or Defense Agency responsible for that specific contract for theater entrance processing.

(2) *Contractor Use Restrictions.* CCDRs, through their respective contracting officers or their representatives, may place specific restrictions on locations or timing of contracted support based on the prevailing operational situation, in coordination with subordinate commanders and the applicable Defense Agencies.

(3) *Contractor Security Screening.* Contractor screening requirements for CAAF and non-CAAF who require access to U.S. facilities will be integrated into OPSEC programs and plans.

(4) *Contractor Conduct and Discipline.* Terms and conditions of contracts shall require that CAAF comply with theater orders, applicable directives, laws, and regulations, and that employee discipline is maintained. Non-CAAF who require base access will be directed to follow base force protection and security-related procedures as applicable.

(i) Contracting officers are the legal link between the requiring activity and the contractor. The contracting officer may appoint a designee (usually a COR) as a liaison between the contracting officer and the contractor and requiring activity. This designee monitors and reports contractor performance and requiring activity concerns to the contracting officer. The requiring activity has no direct contractual relationship with or authority over the contractor. However, the ranking military commander may, in emergency situations (*e.g.*, enemy or terrorist actions or natural disaster), urgently recommend or issue warnings or messages urging that CAAF and non-CAAF personnel take emergency actions to remove themselves from harm's way or take other appropriate self-protective measures.

(ii) The contractor is responsible for disciplining contingency contractor personnel. However, in accordance with paragraph (h)(1) of 48 CFR 252.225–7040, the contracting officer may direct the contractor, at its own expense, to remove and replace any contingency contractor personnel who jeopardize or interfere with mission accomplishment, or whose actual field performance (certification/professional standard) is well below that stipulated in the contract, or who fail to comply with or violate applicable requirements of the contract. Such action may be taken at Government discretion without prejudice to its rights under any other provision of the contract, including the Termination for Default. A commander also has the authority to take certain actions affecting contingency contractor personnel, such as the ability to revoke or suspend security access or impose restrictions from access to military installations or specific work-sites.

(iii) CAAF, with some restrictions (e.g., LN CAAF are not subject to MEJA), are subject to prosecution under MEJA and UCMJ in accordance with 18 U.S.C. 7(9), 2441, and 3261 and Secretary of Defense Memorandum, “UCMJ Jurisdiction Over DoD Civilian Employees, DoD Contractor Personnel, and Other Persons Serving With or Accompanying the Armed Forces Overseas During Declared War and in Contingency Operations,” March 10, 2008. Commanders possess significant authority to act whenever criminal activity is committed by anyone subject to MEJA and UCMJ that relates to or affects the commander’s responsibilities. This includes situations in which the alleged offender’s precise identity or actual affiliation is to that point undetermined. Secretary of Defense Memorandum, “UCMJ Jurisdiction Over DoD Civilian Employees, DoD Contractor Personnel, and Other Persons Serving With or Accompanying the Armed Forces Overseas During Declared War and in Contingency Operations,” March 10, 2008, sets forth the scope of this command authority in detail. Contracting officers will ensure that contractors are made aware of their status and liabilities as CAAF and the required training requirements associated with this status. Subject to local or HN law, SOFA, and the jurisdiction of the Department of State (e.g., consulate or chief of mission) over civilians in another country, commanders retain authority to respond to an incident, restore safety and order, investigate, apprehend suspected offenders, and otherwise address the immediate needs of the situation.

(iv) The Department of Justice may prosecute misconduct under applicable Federal laws, including MEJA and 18 U.S.C. 2441. Contingency contractor personnel are also subject to the domestic criminal laws of the local nation absent a SOFA or international agreement to the contrary. When confronted with disciplinary problems involving contingency contractor personnel, commanders shall seek the assistance of their legal staff, the contracting officer responsible for the contract, and the contractor’s management team.

(v) In the event of an investigation of reported offenses alleged to have been committed by or against contractor personnel, appropriate investigative authorities shall keep the contracting officer informed, to the extent possible without compromising the investigation, if the alleged offense has a potential contract performance implication.

(5) *Force Protection and Weapons Issuance.* CCDRs shall develop security plans for protection of CAAF and selected non-CAAF (e.g., those working on a military facility or as otherwise determined by the operational commander) in locations where the civil authority is either insufficient or illegitimate, and the commander determines it is in the interests of the Government to provide security because the contractor cannot obtain effective private security services; such services are unavailable at a reasonable cost; or threat conditions necessitate security through military means.

(i) In appropriate cases, the CCDR may provide security through military means commensurate with the level of security provided DoD civilians. Specific security measures shall be mission and situation dependent as determined by the CCDR and provided to the contracting officer. The contracting officer shall include in the contract the level of protection to be provided to contingency contractor personnel as determined by the CCDR or subordinate JFC. Specific procedures for determining requirements for and integrating contractors into the JOA force protection structure will be placed on the geographic CCDR Web sites.

(ii) Contracts shall require all contingency contractor personnel to comply with applicable CCDR and local commander force protection policies. Contingency contractor personnel working within a U.S. Military facility or in close proximity of U.S. Military forces may receive incidentally the benefits of measures undertaken to protect U.S. forces in accordance with DoD Directive 2000.12 (see <http://www.dtic.mil/whs/directives/corres/pdf/200012p.pdf>). However, it may be necessary for contingency contractor personnel to be armed for individual self-defense. Procedures for arming for individual self-defense are:

(A) According to applicable U.S., HN, or international law; relevant SOFAs; international agreements; or other arrangements with local authorities and on a case-by-case basis when military force protection and legitimate civil authority are deemed unavailable or insufficient, the CCCR (or a designee no lower than the general/flag officer level) may authorize contingency contractor personnel to be armed for individual self-defense.

(B) The appropriate SJA to the CCCR shall review all applications for arming contingency contractor personnel on a case-by-case basis to ensure there is a legal basis for approval. In reviewing applications, CCRDs shall apply the criteria mandated for arming contingency contractor personnel for private security services provided in paragraph (d)(6) of this section and 32 CFR part 159. In such cases, the contractor will validate to the contracting officer, or designee, that weapons familiarization, qualification, and briefings regarding the rules for the use of force have been provided to contingency contractor personnel in accordance with CCCR policies. Acceptance of weapons by contractor personnel shall be voluntary and permitted by the defense contractor and the contract. In accordance with paragraph (j) of 48 CFR 252.225–7040, the contract shall require that the defense contractor ensure such personnel are not prohibited by U.S. law from possessing firearms.

(C) When armed for personal protection, contingency contractor personnel are only authorized to use force for individual self-defense. Unless immune from local laws or HN jurisdiction by virtue of an international agreement or international law, the contract shall include language advising contingency contractor personnel that the inappropriate use of force could subject them to U.S. and local or HN prosecution and civil liability.

(6) *Use of Contractor Personnel for Private Security Services.* If, consistent with applicable U.S., local, and international laws; relevant HN agreements, or other international agreements and this part, a defense contractor may be authorized to provide private security services for other than uniquely military functions as identified in DoD In-

struction 1100.22. Specific procedures relating to contingency contractor personnel providing private security services are provided in 32 CFR part 159.

(7) *Personnel Recovery, Missing Persons, and Casualty Reporting.*

(i) DoD Directive 3002.01E (see <http://www.dtic.mil/whs/directives/corres/pdf/300201p.pdf>) outlines the DoD personnel recovery program and Joint Publication 3–50 (see http://www.dtic.mil/dpmo/laws_directives/documents/joint_pu_3_50.pdf) details its doctrine. The DoD personnel recovery program covers all CAAF employees regardless of their citizenship. If a CAAF becomes isolated or unaccounted for, the contractor must expeditiously file a search and rescue incident report (SARIR) (available at http://www.armystudyguide.com/content/the_tank/army_report_and_message_formats/search-and-rescue-incident.shtml) to the theater's personnel recovery architecture, i.e., the component personnel recovery coordination cell or the Combatant Command joint personnel recovery center.

(ii) Upon recovery following an isolating event, a CAAF returnee shall enter the first of three phases of reintegration in DoD Instruction 2310.4 (see <http://www.dtic.mil/whs/directives/corres/pdf/231004p.pdf>). The additional phases of reintegration in DoD Instruction 2310.4 shall be offered to the returnee to ensure his or her physical and psychological well being while adjusting to the post-captivity environment.

(iii) Accounting for missing persons, including contractors, is addressed in DoD Directive 2310.07E (see <http://www.dtic.mil/whs/directives/corres/pdf/231007p.pdf>). Evacuation of dependents of contractor personnel is addressed in DoD Directive 3025.14 (see <http://www.dtic.mil/whs/directives/corres/pdf/302514p.pdf>). All CAAF and non-CAAF casualties shall be reported in accordance with Joint Publication 1–0, “Personnel Support to Joint Operations,” October 16, 2006 (see http://www.dtic.mil/doctrine/new_pubs/jp1_0.pdf) and ASD(L&MR) Publication, “Business Rules for the Synchronized

Predeployment and Operational Tracker (SPOT),” current edition. (See <http://www.acq.osd.mil/log/PS/spot.html>)

(8) *Mortuary Affairs.*

(i) CAAF who die while in support of U.S. forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22 (see <http://www.dtic.mil/whs/directives/corres/pdf/130022p.pdf>). Every effort shall be made to identify remains and account for unrecovered remains of contractors and their dependents who die in military operations, training accidents, and other multiple fatality incidents. The remains of CAAF who are fatalities resulting from an incident in support of military operations deserve and shall receive the same dignity and respect afforded military remains.

(ii) The DoD may provide mortuary support for the disposition of remains and personal effects at the request of the Department of State. The USD(P&R) shall coordinate this support with the Department of State to include cost reimbursement, where appropriate. The disposition of non-CAAF contractors (LNs and TCNs) shall be given the same dignity and respect afforded U.S. personnel. The responsibility for coordinating the transfer of these remains to the HN or affected nation resides with the geographic CCDR in coordination and conjunction with the Department of State through the embassies or the International Red Cross, as appropriate, and in accordance with applicable contract provisions.

(9) *Medical Support and Evacuation.* Theater-specific contract language to clarify available healthcare can be found on the CCDR Web sites. During applicable contingency operations in austere, uncertain, and/or hostile environments, CAAF may encounter situations in which they are unable to access medical support on the local economy. Generally, the DoD will only provide resuscitative care, stabilization, hospitalization at Level III medical treatment facilities (MTFs), and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement

in the patient movement system in accordance with DoD Instruction 6000.11 (see <http://www.dtic.mil/whs/directives/corres/pdf/600011p.pdf>). All costs associated with the treatment and transportation of CAAF to the selected civilian facility are reimbursable to the Government and shall be the responsibility of contractor personnel, their employers, or their health insurance providers. Nothing in this paragraph is intended to affect the allowability of costs incurred under a contingency contract. Medical support and evacuation procedures are:

(i) *Emergency Medical and Dental Care.* All CAAF will normally be afforded emergency medical and dental care if injured while supporting contingency operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. forces will also normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition.

(ii) *Primary Care.* Primary medical or dental care normally will not be authorized or be provided to CAAF by MTFs. When required and authorized by the CCDR or subordinate JFC, this support must be specifically authorized under the terms and conditions of the contract and detailed in the corresponding LOA. Primary care is not authorized for non-CAAF employees. Primary care includes routine inpatient and outpatient services, non-emergency evacuation, pharmaceutical support, dental services, and other medical support as determined by appropriate military authorities based on recommendations from the joint force command surgeon and on the existing capabilities of the forward-deployed MTFs.

(iii) *Long-Term Care.* The DoD shall not provide long-term care to contractor personnel.

(iv) *Quarantine or Restriction of Movement.* The CCDR or subordinate commander has the authority to quarantine or restrict movement of contractor personnel according to DoD Instruction 6200.03 (see <http://www.dtic.mil/whs/directives/corres/pdf/620003p.pdf>).

(v) *Evacuation.* Patient movement of CAAF shall be performed in accordance with DoD Instruction 6000.11 (see <http://www.dtic.mil/whs/directives/corres/pdf/600011p.pdf>). When CAAF are evacuated for medical reasons from the designated operational area to MTFs funded by the Defense Health Program, normal reimbursement policies will apply for services rendered by the facility. Should CAAF require medical evacuation outside the continental United States (OCONUS), the sending MTF shall assist CAAF in making arrangements for transfer to a civilian facility of their choice. When U.S. forces provide emergency medical care to non-CAAF, these patients will be evacuated or transported via national means (when possible) to their local medical systems.

(10) *Other Government-Furnished Support.* In accordance with DoD Component policy and consistent with applicable laws and international agreements, Government-furnished support may be authorized or required when CAAF and selected non-CAAF are deployed with or otherwise provide support in the theater of operations to U.S. Military forces deployed OCONUS. Types of support are listed in 48 CFR PGI 225.74 and may include transportation to and within the operational area, mess operations, quarters, phone service, religious support, and laundry.

(i) In operations where no reliable or local mail service is available, CAAF who are U.S. citizens will be authorized postal support in accordance with DoD 4525.6-M (see <http://www.dtic.mil/whs/directives/corres/pdf/452506m.pdf>). CAAF who are not U.S. citizens will be afforded occasional mail service necessary to mail their pay checks back to their homes of record.

(ii) Morale, welfare, and recreation (MWR) and exchange services will be authorized for CAAF who are U.S. citizens in accordance with 10 U.S.C. 133. CAAF who are not U.S. citizens and

non-CAAF are not authorized MWR and exchange services.

(e) *Redeployment Procedures.* The considerations in this section are applicable during the redeployment of CAAF.

(1) *Transportation Out of Theater.* When the terms and conditions of the contract state that the Government shall provide transportation out of theater:

(i) Upon completion of the deployment or other authorized release, the Government shall, in accordance with each individual's LOA, provide contractor employees transportation from the theater of operations to the location from which they deployed, unless otherwise directed.

(ii) Prior to redeployment from the AOR, the contractor employee, through their defense contractor, shall coordinate contractor exit times and transportation with CONUS Replacement Center (CRC) or designated reception site. Additionally, intelligence out-briefs must be completed and customs and immigration briefings and inspections must be conducted. CAAF are subject to customs and immigration processing procedures at all designated stops and their final destination during their redeployment. CAAF returning to the United States are subject to U.S. reentry customs requirements in effect at the time of reentry.

(2) *Post-Deployment Health Assessment.* In accordance with DoD Instruction 6490.03, contracts shall require that CAAF complete a post-deployment health assessment in the Defense Medical Surveillance System (DMSS) at the termination of the deployment (within 30 days of redeployment). These assessments will only be used by the DoD to accomplish population-wide assessments for epidemiological purposes, and to help identify trends related to health outcomes and possible exposures. They will not be used for individual purposes in diagnosing conditions or informing individuals they require a medical followup. Diagnosing conditions requiring medical referral is a function of the contractor.

(3) *Redeployment Center Procedures.* In most instances, the deployment center/

site that prepared the CAAF for deployment will serve as the return processing center. As part of CAAF redeployment processing, the deployment center/site personnel will screen contractor records, recover Government-issued identification cards and equipment, and conduct debriefings as appropriate. The amount of time spent at the return processing center will be the minimum required to complete the necessary administrative procedures.

(i) A special effort will be made to collect all CACs from returning deployed contractors.

(ii) Contractor employees are required to return any issued clothing and equipment. Lost, damaged, or destroyed clothing and equipment shall be reported in accordance with procedures of the issuing facility. Contractor employees shall also receive a post-deployment medical briefing on signs and symptoms of diseases to watch for, such as tuberculosis. As some countries hosting an intermediate staging base may not permit certain items to enter their borders, some clothing and equipment, whether issued by the contractor, purchased by the employee, or provided by the Government, may not be permitted to exit the AOR. In this case, alternate methods of accounting for Government-issued equipment and clothing will be used according to CCDR or JFC guidance and contract language.

(4) *Update to SPOT.* Contracting officers or their designated representative must verify that defense contractors have updated SPOT to reflect their employee's change in status within 3 days of his or her redeployment as well as close out the deployment and collect or revoke the LOA.

(5) *Transportation to Home Destination.* Transportation of CAAF from the deployment center/site to the home destination is the employer's responsibility. Government reimbursement to the employer for travel will be determined by the terms and conditions of the contract.

§ 158.7 Guidance for contractor medical and dental fitness.

(a) *General.*

(1) DoD contracts requiring the deployment of CAAF shall include medical

and dental fitness requirements as specified in this section. Under the terms and conditions of their contracts, defense contractors shall provide personnel who meet such medical and dental requirements as specified in their contracts.

(2) The geographic CCDR will establish theater-specific medical qualifications. When exceptions to these standards are requested through the contracting officer, the geographic CCDR will establish a process for reviewing such exceptions and ensuring that a mechanism is in place to track and archive all approved and denied waivers, including the medical condition requiring the waiver.

(3) The geographic CCDR shall also ensure that processes and procedures are in place to remove contractor personnel in theater who are not medically qualified, once so identified by a healthcare provider. The geographic CCDR shall ensure appropriate language regarding procedures and criteria for requiring removal of contractor personnel identified as no longer medically qualified is developed, is posted on the CCDR OCS Web site, and also ensure contracting officers incorporate the same into all contracts for performance in the AOR.

(4) Unless otherwise stated in the contract, all pre-, during-, and post-deployment medical evaluations and treatment are the responsibility of the contractor.

(b) *Medical and Dental Evaluations.*

(1) All CAAF deploying in support of a contingency operation must be medically, dentally, and psychologically fit for deployment as stated in DoD Directive 6200.04 (see <http://www.dtic.mil/vhs/directives/corres/pdf/620004p.pdf>). Fitness specifically includes the ability to accomplish the tasks and duties unique to a particular operation and the ability to tolerate the environmental and operational conditions of the deployed location. Under the terms and conditions of their contracts, defense contractors will provide medically, dentally, and psychologically fit contingency contractor personnel to perform contracted duties.

(2) Just as military personnel must pass a complete health evaluation, CAAF shall have a similar evaluation